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5 UNITED STATES DISTRICT COURT
6 WESTERN DISTRICT OF WASHINGTON
7 AT SEATTLE

8 KAELI GARNER, *et al.*,

9 Plaintiffs,

10 v.

11 AMAZON.COM, INC., *et al.*,

12 Defendants.

13 Cause No. C21-0750RSL

14 ORDER DENYING MOTION
15 TO SEAL (Dkt. # 229)

16 This matter comes before the Court on the “Motion to Seal Plaintiffs’ Motion for in
17 Camera Review of Documents Clawed Back Out of Time.” Dkt. # 229. Amazon has designated
18 as confidential a document that describes best practices for preparing written materials for a
19 senior vice president’s review (Dkt. # 233 at 1-3 (Exhibit 6)) and asserts that it contains
20 confidential and commercially sensitive information about internal business practices, including
21 recommendations for obtaining privilege protections for discussions regarding legal issues.
22 Amazon would like Exhibit 6 and the portions of plaintiffs’ motion that rely on Exhibit 6 to be
23 sealed.¹

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28 ¹ Amazon agrees that Exhibit 8 (Dkt. # 233-1) can be unsealed.

1 “There is a strong presumption of public access to the court’s files,” and, absent a
2 showing that the public’s right of access is outweighed by the interests of the public and/or the
3 parties in shielding the material from public view, a seal is not appropriate. LCR 5(g). A party’s
4 unilateral designation of a document as confidential does not, in and of itself, justify a seal under
5 LCR 5(g)(2). Rather, the party seeking to shield a document from public view must identify the
6 public or private interest that warrants a seal, explain the injury that will result if a seal is not
7 granted, and show that a less restrictive alternative is unavailable or insufficient. LCR
8 5(g)(3)(B). The protective order in this matter similarly describes confidential documents as
9 (a) containing non-public business information that Amazon treats as confidential in the
10 ordinary course of business and (b) containing information which, if disclosed, may cause
11 Amazon to be commercially disadvantaged or prejudiced. Dkt. # 81 at 1.

12 Some examples of ‘Confidential’ materials are: trade secrets, technical
13 information; technical practices; technical methods; know-how; product research;
14 product design; product formulas; product testing; product development; product
15 manufacturing; minutes of confidential board meetings; minutes of confidential
16 officer meetings; minutes of confidential employee meetings; non-public pricing;
17 finances; taxes; sales; profits; costs; licensing agreements; licensing negotiations;
18 customers; customer lists; market projections; market forecasts; strategy plans;
19 marketing strategies; Amazon account holders’ personally identifiable
20 information, including but not limited to email addresses, phone numbers and
21 payment account information; and any personally identifiable information relating
22 to minors.

23 *Id.*

24 Exhibit 6 reveals no technical or product information, there are no meeting minutes,
25 customer information, or financial data, and it does not touch on strategic planning or marketing.
26 It is merely a list of recommendations for making the most of a senior vice president’s valuable
27

1 time and advice regarding how to keep regulators at bay and legal discussions confidential. Even
2 if this document is kept in confidence in the ordinary course of Amazon's business, no
3 commercial information is shared or discussed, and Amazon offers nothing in support of its bald
4 statements that "the disclosure of such information would injure Amazon" and could cause
5 "commercial harm."²

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9 For all of the foregoing reasons, the Court finds that Amazon had not met its burden of
10 showing that legitimate private or public interests warrant a seal, that injury would result from
11 public disclosure, or that the public's right of access should give way. A seal is not warranted,
12 and plaintiff's motion is DENIED. The Clerk of Court is directed to unseal Dkt. # 232 and
13 # 233.

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17 Dated this 2nd day of July, 2024.

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20 Robert S. Lasnik
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23 United States District Judge

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25 ² Amazon twice suggests that it could support its claim of confidentiality with declarations if the
26 Court deems it necessary. Dkt. # 240 at 2 and 4. The response to plaintiffs' motion to seal is the
27 designating party's opportunity to show that a seal is warranted. The local rules make clear that
28 "[e]videntiary support from declarations must be provided where necessary." LCR 5(g)(3). No further
opportunity to respond is contemplated or will be provided.